State Purchasing Agreement
For
Satellite Phones
Agreement #7303178-PA
Begin date 10-26-2005 End date 10-25-2006

PURPOSE

The purpose of this e-Quote is to establish a one (1) year State Purchasing Agreement (SPA) for the purchase of Satellite Phones by all State of Florida agencies and other eligible users.

CERTIFICATION AND ELECTRONIC SIGNATURE

By completing and responding to this e-Quote, vendor is agreeing to all terms and conditions, including the terms of PUR 7722, and certifies that the discounted prices stated will hold for the duration of the agreement and that the prices quoted meet or exceed manufacturer's warranty. Price decreases are acceptable on invoice(s) presented for payment.

TECHNICAL DOCUMENTATION & PRICE LIST

All products/services quoted must meet or exceed all requirements of this e-Quote. When technical documentation and/or price list is required, its purpose is to demonstrate compliance of the product bid and to allow a technical evaluation of the product and verification of a true savings to the State of Florida Eligible Users.

DELIVERY

All prices quoted shall include delivery and freight charges to the ordering agency or be FOB destination with freight charges billed to the ordering agency.

PURCHASING CARD PROGRAM

The State has implemented a purchasing card program through the Bank of America, using the VISA network. Contractors will receive payment from the purchasing card in the same manner as other Visa purchases. Accordingly, respondents must presently have the ability to accept VISA or take whatever steps necessary to implement the ability before the start of the agreement term. The State reserves the right to revise this program in conjunction with implementation of an on-line procurement system. VISA acceptance is mandatory but is not the exclusive method of payment. Please indicate your ability to accept VISA in the space provided on the Ordering Instruction sheet of the e-Quote.

When an ordering agency makes a purchase using the State Purchasing Card, as method payment, the language in paragraph 7, Transaction Fee, on the attached form PUR 7722 does not apply. When the State Purchasing Card is not used as a method payment, or a purchasing card other than the State Purchasing Card is used the language does apply.

AWARD

Award will be made to the responsive and responsible vendor who offers the highest discount from their list price resulting in the lowest net price to the state. Vendor must submit a copy of their price list to the Department of Management Services at the address below or provide a website where the price list can be verified. Vendor may bid by district (counties) or statewide. Please indicate on page 6 of e-Quote.

CANCELLATION OF SPA AGREEMENTS

Current SPA agreements for like items or services will be replaced by any State Term Contract that may be awarded in the future.

QUESTIONS

If you have questions regarding how to use the eQuote tool (i.e., how to log in, review a quote, submit a response, download and attachment, etc.), please contact the My Florida Market Place Customer Service Desk at 1-866-352-3776 or at vendorhelp@myfloridamarketplace.com .

If you have questions pertaining to the content of the eQuote itself, please contact the agency contact person listed on the eQuote. The contact person for this eQuote is Dorothy Stuff, telephone 850-410-2426 or email stuffd@dms.state.fl.us

Satellite Phone Specifications

Phone Service Monthly Fees:
Access Fee
Access Fee with Standard Plan
Voice Mail & SMS
One Time Activation Fee

Per Minute Breakdown:
Satellite Phone to PSTN Calls
Satellite Phone to Satellite Phone Calls

Features:
Quick Access Interface
Water, shock & dust resistant for rugged environments
Data Capable (satellite phone to transmit and receive data with an optional adapter)
Language choices for prompts
Headset/Hands-free capability

Talk Time Features:
Provides up to 24 hours of standby time
Provides up to 3 hours of talk time

Display:
Character Illuminated Graphic Display
Illuminated Display

Calling Features:
Call Barring
Call Forwarding - Unconditional, mobile subscriber busy, subscriber not reachable
Fixed Dialing
International Access Key Sequence
Mailbox for Numeric & Text
Quick Access Interface
Selectable Keypad tone
Selectable Ringer tone
Keypad Disable
Two-way SMS capability
Unanswered Call Indicator
Volume Adjustment (earpiece/ringer)

Memory:
Alpha and Numeric Memory Storage
Last Numbers Dialed
Name Storage
Memory Scroll by Location
32-Digit Number Capacity Phone Book
One-Touch Dialing
Subscriber Identity Module Card (additional memory storage)

Visual/Alert Features:
Signal Strength Meter
Status Review of Features
Visual Display of Volume Settings
Battery Meter (always shown in display)
Illuminated Keypad
Low Battery Warning

Usage Control Features:
Automatic Display Call Timer
Automatic Lock
Call Restrictions
Display Call Timers
Display/Change Unlock Code
Subscriber Identity Module PIN Availability

Accessories:
Travel Kit
Data Kit
Antennas
Leather Holster
Chargers (Including Solar)
Batteries
Headset
User Manual
Custom Cables

Standards:
Service providers' systems and equipment must meet or exceed all applicable industry standards as defined by the following standards bodies: American National Standards Institute -ANSI, (http://www.ansi.org/), the International Telecommunications Union - Telecommunications Committee or ITU-T (http://www.itu.int/ITU-T/), the Electronic Industry Alliance –EIA (http://www.eia.org/) or the Telecommunications Industry Association -TIA (http://www.tiaonline.org/standards/), and the Federal Communications Commission (FCC) http//www.fcc.gov.

Accessories and Services:
Accessories and optional service offerings shall be available for purchase by eligible users from awarded respondents. Accessories and Services shall include new emerging satellite phone technology and services that become available during the term of this agreement. The Department reserves the right to accept or reject any individual item(s) or all items offered as an Accessory or Service.

Fraud:
Fraud prevention including number theft via “cloning” is the responsibility and liability of the service provider. The Customer and Eligible Users will not be liable for any fraudulent use of the satellite phone systems or equipment furnished under any resulting contract. Each proposer must provide a fraudulent use definition and a detailed plan that addresses how they expect to deal with fraudulent use of their satellite phone service/technology. The State of Florida will bear no responsibility for fraudulent calls. Fraudulent calls shall be the sole responsibility of the Contractor.

Service Area Requirements:
The successful Contractor shall be able to provide satellite phone service and equipment.

Billing Cycle:
The billing cycle shall be a maximum of 31 days from date of first bill.

Directory Assistance Service:
The contractor will provide access to directory assistance services. The cost for directory assistance calls shall be provided as part of this bid.

Operator Services and Assistance:
The Contractor shall be able to provide operator services.

Operator Assisted Calls:
The operator services (automated or live) shall be available to process calls.

Failed or Overflow Operator Service:
In the event that services fail or overflow, the contractor shall have alternate routing to other facilities or to another provider of operator service. This change will be transparent to the user and with minimum interruption in service.

Answer Supervision/Disconnect Supervision:
Answer Supervision and Disconnect Supervision is a requirement of this Bid. Contractor shall not charge or bill for incomplete or hung calls. Calls are to be billed only from the time that the end user answers the call until either the called or the called party hangs up.

Billing Corrections:
Contractor shall provide automatic credits to the customer for incorrectly dialed or disputed calls, and shall have one (1) billing cycle to confirm the disputed call as billable and re-bill.

Inspection Audit and Maintenance reports:
Representative of the Department, Comptroller of the State of Florida, or the Auditor General of the State of Florida or their duly authorized representatives, for any purposes, shall have access to any books, documents, papers, and records of the contractor as they may relate to this contract. The Contractor shall maintain books, records and documents in accordance with acceptable accounting principles and practices that sufficiently and properly reflect charges made using satellite phones issued pursuant to this contract.

Cancellation:
The department shall unilaterally cancel any resultant contract for refusal by the contractor to allow public access to all documents, papers, letters, or other material originated or received by the Bidder in conjunction with this contract subject to the provisions of Florida Statue Chapter 119.

Management Reports:
Submit with the bid a sample of the monthly traffic summary reports from your company.

Trouble Shooting Reports:
The contractor must provide a centralized trouble reporting and maintenance system that is manned 24 hours a day, seven days a week. Upon notification by phone the contractor must respond to trouble reports with in one hour of notification.

Issuance of Satellite Phones:
The contractor shall be responsible for direct issuance of all satellite phones to each requesting customer. Accountability of all satellite phones issued shall be between that customer and contractor. Satellite phones are to

be issued to the requesting customer within a maximum of three calendar days after receipt of request.

Customer will issue satellite phones and service forms directly to contractor. For customers requiring a purchase order in order to acquire services, a blanket purchase order may be sent along with these required forms. Satellite phones shall remain valid unless the customer requests cancellation in writing and/or the contract expires.

Lost or Stolen Satellite Phones:
The Customer/satellite phone user to whom the satellite phone is issued is responsible for reporting lost or stolen satellite phone within twenty-four (24) hours. The contractor is then required to void the satellite phone immediately after receipt of the report by the customer/user. The contractor shall have a toll free number printed with the users' instruction sheet and on every monthly bill. The State will not be responsible for calls made from stolen or lost satellite phones that are reported as such.

Rate Types and structures:
The rates associated with the satellite phones are to be in a flat rate format structure. The rate plan shall identify per minute use for all satellite phones services.

Customer Satellite Phone User Data:
The contractor will be able to directly provide to the customer, by satellite phone user, a detailed monthly bill that gives, but not limited to, the following information:

Satellite phone number and user name
Terminating Phone Number
Call Terminating Location
Time of call
Date of call
Call duration
Call Cost (including discount if applicable)
Account summaries (including but not limited to, previous balance, modifications, and adjustments, applicable taxes, surcharges and new balance)

Billing Format:
Satellite phone service bills shall be the paper bills and/or (upon customer requirements) non-proprietary computer stored disks (CD), or electronic file format, in accordance with the Customers requirements. Bills shall be scaleable to several granularity levels to meet the Customers' needs. A copy of the proposed billing format must be submitted as part of the bid package

Directory Assistance Calls:
Directory assistance calls details and charges must be included in the bill.

Monthly Billing Statement:
Monthly billing statements must be current. The state will not be obligated to pay for calls made earlier than one billing cycle prior to the current month unless agreed upon in advance. Billing in arrears (more than one bill cycle) or in advance is not acceptable and the State will not be obligated to pay unless agreed upon in advance.

Format Requirement:
The billing format shall be in accordance with the industry standards and at the agency or customer required format (industry standard).

Paper Bill Requirement:
The bill date and invoice number must cover the same 30 day period.

Invoices:
Invoices must be issued consistently (same period, same day) for each month.

Bill Due Date:
Both a paper bill and a readable complete computer stored disk, or electronic file must be received no later than the 10th day of the month following the month of usage billed.

Iridum Phones	List Price	Percent discount From Price List	SPA Price
Model 9505	N/C	N/A	N/A
Model 9505A 2MO9505A	1595	21	1276
Global Star Satellite Phones			
Model GSP 1600 GSP-1600	749	29	530
Model SAT 550 SAT-550	549	31	379
Model GSP 2900 GSP-2900	2495	21	1971
Accessories for GSP 1600			
High Capacity Polymer Lithium Ion Battery PackGPB-1650	119.99	28	87
North American Wall Charger GSP-1220	49.99	37	32
Universal Travel Charger GSP-1210	119.99	29	85
Cigarette Lighter adapter Charger CLA-1600	49.99	48	26
13 Watt Professional Solar Panel	N/C	N/A	N/A
Protective Leather Case W/Wrist Strap 965GS-1600	29.99	46	17
Custom Made Hard Water-Proof Pelican Case PC-1200	79.99	25	60
Data Cable GDC-KIT	69.99	26	52
USB Serial Adapter for GSP1600 USB-232DPT	59.99	15	51
Data Kit for GSP-2800/2900 fixed site unit GDC-2100FUT	129	27	95
Portable Bag Kit TCK-1410	1175	20	940
Handsfree Car Kit Low Profile Antenna GCK-1410	799	15	680
GCK 1410 w/30" antenna cable & cradle GCK-1410-M30	919	14	791
GCK 1410 w/45" antenna cable and cradle GCK-1410-M45	949	14	817
GCK 1410 w/80" antenna cable and cradle GCK-1410-M80	999	14	860
GCK 1410 Privacy headset GCK-16	19.99	35	13
Marine/Extreme enclosure for GCK 1410 ant GCK-009A	119	28	86
The RDK 1410 Orbit One Rugged Docking Kit	N/C	N/A	N/A
StarFax100 SFX-100	849	20	680
StarPort 700 SPX-700	1199	20	960
Qualcomm Fau-200 Fixed Satellite phone unit FAU-200	625	20	500
Qualcomm Tri-mode Fixed Satellite Phone Provider	N/C	N/A	N/A
GSP-2900 Fixed Satellite Telephone GSP-2900	2495	17	2071
GSP-2900ST Fixed Satellite Phone Unit GSP-2900-ST20	2615	17	2171
Iridium Phone Accessories			
Active Antenna RST 900	270	30	189
AeroAntenna Fixed Mast Antenna	189.00 est	19	154
AeroAntenna Mobile Magnetic Mount Antenna	163.00 est	19	133
AeroAntenna Mobile Permanent Mount Antenna	163.00 est	19	133
AeroAntenna Portable Auxiliary Antenna	78.00 est	19	64
Antcom Helix Antenna	N/C	N/A	N/A
Antcom Large Patch Antenna	N/C	N/A	N/A
Antcom Small Patch Antenna	N/C	N/A	N/A
Dual Channel Aviation Patch	N/C	N/A	N/A
L10-780 Iridium Antenna	N/C	N/A	N/A
L10-787-( ) Iridium Antenna	N/C	N/A	N/A
Ruggedized Fixed Mast Antenna RST-910	330	28	238

Sigma 6 Iridium Antenna	N/C	N/A	N/A
Single Channel Aviation Patch	N/C	N/A	N/A
(8) Meter Main Cable	N/C	N/A	N/A
Antenna Adapter 2ACMOANTADAPT	70	30	49
Auto Accessory Adapter 2ACMOAUTOADAPTA	70	30	49
Customized Antenna Cable Kit	N/C	N/A	N/A
9505A In-Vehicle Hands Free RST978	1350	24	1026
Beam 9505 In-Vehicle Hands Free KIT RST956	N/C	N/A	N/A
Beam 9505 IntelliDOCK RST 300	N/C	N/A	N/A
Beam 9505A IntelliDOCK Docking Station RST310	1968	20	1575
Beam In-Vehicle Hands-Free RST973	1064	20	852
Beam Intelligent Handset RST970	392	20	314
Beam TrackALERT Alert Monitoring Interface RST030K	730	20	584
Data Kit 2ACMODATAKITA (9505A)	250	33	168
Leather Holster w/Lanyard 2ACMOHOLSTE9505	50	35	33
AC Travel Charger 2ACMOTRAVCHARA	110	36	70
Battery High Capacity Lithium Ion (9505 ONLY)	120	35	78
Beam 11-32VDC-4.4VDC DC Converter RST997	215	20	172
Rechargeable Battery (9505A)	120	33	81
Rollable Solar Panel	N/C	N/A	N/A
Solar Charger	N/C	N/A	N/A

N/C = Not Currently Carried
N/A = Not Currently Applicable
Any additional products that are not listed above will be provided to the user at no less than the discount offered above.

Mackay Communications Inc. Inmarsat (L-Band) Voice & Data Satellite Terminal OPTIONS:

Global Area Network (GAN)

Land-Mobile

Nera World Phone	3160.00_____	18_____	2591_____
Nera World Communicator	10839.00_____	36_____	6937_____
Nera World Communicator Single Panel	10839.00_____	25_____	8129_____
Nera Voyager (Vehicular)	19742.00_____	38_____	12240_____
Nera World Communicator Fixed	10839.00_____	25_____	8129_____
Nera World Communicator SCADA	9059_____	25_____	6794_____

Maritime

Nera World Phone Marine	5420.00_____	16_____	4553_____
Nera Maritime F33	10452.00_____	24_____	7944_____
Nera Maritime F55	16936.00_____	20_____	13549_____
Nera Maritime F77	24194.00_____	30_____	16936_____

Broadband Global Area Network (BGAN)

AVAILABLE December, 2005 (NO FIRM PRICING YET PUBLISHED):

Land-Mobile

Hughes BGAN Class 1
Thrane BGAN Class 1 – Explorer 700
Thrane BGAN Class 2 – Explorer 500
Nera BGAN Class 3 – WorldPro 1000

SAVINGS/PRICE REDUCTIONS

Respondent is required to furnish the percent (%) savings in prices offered in this eQuote compared to retail, list, published or other usual and customary prices that would be paid by the purchaser without benefit of an agreement resulting from this eQuote.

DATE October 13, 2005

COMPETITIVE PRICES OFFERED AVERAGE 25.14 % SAVINGS.
(For Optional Nera GAN satellite terminals the % off list averages 25.7%)

HOW CAN WE VERIFY THE CLAIMED SAVINGS (example: retail or other usual and customary prices published at (url), or other source of benchmark prices)?

Published MSRP (List Price) price lists from key suppliers such as BEAM and Globalstar. AeroAntenna Does not publish MSRPs for their products.

AUTHORIZED SIGNATURE:

TELEPHONE NUMBER: 904-724-6101 x16

RESPONDENT NAME: Robert Byrd

IF AGREEMENT AWARDED, STATE PURCHASING ANALYST/SPECIALIST TOOK THE FOLLOWING STEPS TO VERIFY SAVINGS:

WHAT WERE THE RESULTS?

PURCHASING ANALYST/SPECIALIST:

Ordering Instructions

CONTRACTOR: Mackay Communications Inc.

SPURS VENDOR NUMBER:

eQuote/Agreement Administration

Please identify the person who will be responsible for administering the agreement on your behalf if award is made, and include an emergency contact phone number:

Name: Terrie Wimberly
Title: Contract Administrator
Street Address: 9655 Florida Mining Blvd, Bldg 300, Ste 311, Jacksonville, FL 32257
Email Address: terrie.wimberly@mackaycomm.com
Phone Number(s): 904-724-6101 x10
Fax Number: 904-724-5066

If the person responsible for answering questions about the agreement is different from the person identified above, please provide the same information for that person.

Name: Robert Byrd
Title: Business Development Manager
Street Address: 9655 Florida Mining Blvd, Bldg 300, Ste 311, Jacksonville, FL 32257
Email Address: robert.byrd@mackaycomm.com
Phone Number(s): 904-724-6101 x16
Fax Number: 904-724-5066

Direct Orders

Please provide the following information about where the Customers should direct orders. You must provide a regular mailing address. If equipped to receive purchase orders electronically, you may also provide an Internet address.

Street Address or P.O. Box: 9655 Florida Mining Blvd, Bldg 300, Ste 311
City, State, Zip: Jacksonville, FL 32257
Phone Number: 904-724-6101 x10
Toll Free Number:
Ordering Fax Number: 904-724-5066
Internet Address: www.mackaycomm.com
Federal ID Number: 56-1550100
Remit Address: P.O. Box 60925
City, State, Zip: Charlotte, NC 28260
Email Address: government@mackaycomm.com

Attach additional addresses for all locations in Florida authorized to perform services under this agreement. All locations must be registered in MyFloridaMarketPlace.